

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.14977 OF 2006

ORAL ORDER:

The petitioner was granted a licence dated 7.10.2004, to run a telephone booth at Ananthapur Old Bus Station. The said licence was valid for a period of six years i.e., up to 6.10.2010. However, the 3rd respondent issued notice dated 13.2.2006, calling upon the petitioner to vacate the open space allotted to him to run the telephone booth within a period of one month, on the ground that it is proposed to shift the Andhra Pradesh State Road Transport Corporation Old Bus Station, Ananthapur. Aggrieved by the said action, the petitioner earlier filed W.P.No.6468 of 2006, contending *inter alia*, that the respondents failed to consider his representation dated 25.2.2006, seeking permission to shift the telephone booth to the new Bus Station. The said writ petition was disposed of by this Court by order dated 3.4.2006, with a direction to the respondents to consider the representation of the petitioner dated 25.2.2006 and to pass appropriate orders in accordance with law.

In pursuance thereof, the respondent-Corporation passed an order dated 18.4.2006, informing the petitioner that it is not possible to allot any space at the new Bus Station, as requested by him. In the said order, it was also stated that the contract for running telephone booths at Ananthapur new Bus Station was already allotted to two persons by inviting tenders. Questioning the said order dated 18.4.2006, this writ petition is filed.

Heard both sides and perused the material on record.

The petitioner contended that since the licence granted in his favour was valid up to the year 2010, the respondent-Corporation was not justified in not allowing him to open telephone booth in the new Bus Station. It is contended that in the absence of any allegation of violation of terms and conditions of contract, the respondent-Corporation ought to have allowed the petitioner to shift his telephone

booth from the old Bus Station to the new Bus Station.

On behalf of the respondent-Corporation a counter-affidavit has been filed stating that the new Bus Station was inaugurated six years ago, in which two STD booths were already allotted to two persons in the year 2002 by inviting tenders. It is also stated that tenders have been invited for one more telephone booth, and that it is always open to the petitioner to participate in the said tenders. Since as per the terms and conditions of the deed of licence, the petitioner was given one month's notice along with similarly situated other licensees in the old Bus Station, before terminating the licenses, the contention that the action of the respondent-Corporation is arbitrary and illegal is untenable and, therefore, interference by this Court is not warranted.

Clause 18 of the deed of licence dated 7.10.2004, runs as under:

“18. The licensee has to run the business for a period of 6 years. If the licensee desires to vacate the premises for what so ever reasons before completion of licence period of 6 years, the licensee has to pay the balance amount which falls short of the amount equivalent to stipulated licence period. However, the licensor has right to terminate the licence with a month's notice without assigning any reason thereof in the interest of the Corporation.”

It is clear from the above Clause that the Corporation reserved the right to terminate the licence with a month's notice without assigning any reason thereof in the interest of the Corporation.

Admittedly, in the case on hand, the old Bus Station was closed and, consequently, all the licensees including the writ petitioner were issued notice of termination invoking Clause 18 of the deed of licence. As a matter of fact, the petitioner never challenged the said action of the respondent-Corporation.

It is clear from the counter-affidavit of the respondent-Corporation that in the new Bus Station, licenses were already issued by inviting tenders in the year 2002 for a period of 6 years.

Since under the agreement, a right was reserved in favour of the Corporation to terminate the licenses with one month's notice and, since, such Clause was invoked for valid reasons, it cannot be held

that the action of the respondent-Corporation is either arbitrary or illegal. In the absence of any allegation of *mala fides*, and particularly since the impugned action of the respondent-Corporation is not in violation of any statutory provision, interference by this Court in exercise of the jurisdiction under Article 226 of the Constitution of India, is not warranted. The law is also well-settled that such disputes arising out of non-statutory concluded contracts are not amenable to writ jurisdiction.

In the circumstances, the relief as prayed for cannot be granted, and the writ petition is accordingly, dismissed. No costs.

(G. ROHINI, J.)

1st August, 2006.

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WRIT PETITION No.14977 OF 2006

1st August, 2006.

Between:

G. Naga Sekhara.

. Petitioner.

And

The Vice Chairman & Managing Director,
A.P.S.R.T.C. Musheerabad, Hyderabad and others.
Respondents.

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